



Contract Prepared On Date:

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## Customer Enrollment Information

### Customer Information

#### Customer Name (Primary Contact):

First

Last

#### Mailing Address:

Street

Unit /Apt

City

State

Zip Code

#### Home Phone Number:

Area Code

	-		-	
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#### Mobile Phone Number:

Area Code

	-		-	
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#### Customer Email Address:

#### Secondary Contact:

First

Last

#### Relationship to Primary Contact:

#### Secondary Phone Number:

Area Code

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### Price Plan Chosen by Customer

**Fixed Full Requirements**

### \*Agera Pure Wind Adder (optional)

☐ 50% Wind

☐ 100% Wind

\*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

### Notification Preferences

#### How to Receive Notification:

- ☐ Email
- ☐ Mail

### Billing Preferences

#### Billing Type:

- ☐ Consolidated
- ☐ \*Dual

### \*Dual Billing Only

#### How to Receive Bill:

- ☐ Email
- ☐ Mail

#### How to Pay Bill:

- ☐ Electronic Funds Transfer
- ☐ Credit Card
- ☐ Wire

Initials \_\_\_\_\_



## Customer Enrollment Information Continued

### Account Information

1

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Rate:

\$  .

Unit

Term

Start Date (MM/YY):

/

2

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Rate:

\$  .

Unit

Term

Start Date (MM/YY):

/

☐

Additional Accounts Attached

Total Estimated Historical  
Annual Usage

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

### Customer Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Agera Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Customer Disclosure Statement****Price Plan:****Fixed Full Requirements****Price:**

Fixed Full Requirements Rate is \$  .  per kWh, for commodity supply provided under this Agreement, plus all applicable taxes and fees.

**Length of Agreement and End Date:**

The term of this contract is  months from effective date.

**Amount of Early Termination Fee (ETF) and Method of Calculation:**

Agera will charge an ETF for the total losses and costs associated with early termination during the Initial Term, including any loss of margin and costs incurred as a result of obtaining, terminating, establishing or reestablishing any contract, hedge, or other agreement in connection with such transaction or the replacement of such transactions.

**Amount of Late Payment Fee and Method of Calculation:**

1.5% per month on overdue balances.

**Provisions for Renewal of Agreement:**

After the Initial Term, this Agreement will automatically renew at a fixed rate. Agera will notify Customer in writing of the terms of renewal, including the fixed rate and Customer's right to renew, reject or renegotiate the Agreement, at least 45 days prior to the renewal date. For more details, see Section 2 of the Terms and Conditions, Term.

Initials \_\_\_\_\_

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Agera Energy LLC ("Agera"), a licensed Competitive Electricity Supplier and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept, the quantity of electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Electric Distribution Company (the "EDC"). Agera is not affiliated with and does not represent the EDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the EDC's delivery schedule. The EDC will continue to deliver the electricity supplied by Agera.

**2. Term.** This Agreement will commence as of the date deemed effective by the EDC and will continue thereafter for the month(s) set forth in the Customer Enrollment Information section (the "Initial Term"). Unless otherwise cancelled, upon completion of the Initial Term, the Agreement will **automatically** renew (the "Renewal Term") at a fixed rate. Agera will notify Customer in writing of the terms of renewal, including the fixed rate and Customer's right to renew, reject or renegotiate the Agreement, at least 45 days prior to the renewal date.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed in writing, the price for all electricity sold under this Agreement will be as set forth in the Customer Enrollment Information section. The EDC will separately bill for, and Customer will be obligated to pay, all EDC delivery related rates and charges. Customer will either receive energy-related invoices issued by the EDC ("Consolidated Billing"), or by Agera ("Dual Billing"), as specified above. If billed by the EDC, terms are defined by the EDC's tariff. If billed by Agera, net terms are 10 days or Customer may be subject to a late payment charge of 1.5% per month. Dual Billing Customers will receive a bill for delivery costs from the EDC and a bill from Agera for energy-related costs. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment charge, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Customer has three business days from the day the EDC sends a confirmation letter to rescind this Agreement. Agera may terminate this Agreement upon 30 days' written notice to Customer. In the event Customer relocates outside of the current service territory, Customer may terminate this Agreement with no Early Termination Fee upon 30 days written notice to Agera. If Customer terminates this Agreement for any other reason prior to the end of the Initial Term, or if Agera terminates this Agreement due to Customer's breach, Customer shall pay Agera, in addition to any other applicable charges, an Early Termination Fee as described in the Customer Disclosure Statement. Upon termination, Customer may either enroll with another supplier or return to utility default service.

**4. Assignment.** Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Delaware Public Service Commission (DEPSC).

**5. Information Release Authorization, Usage. Customer authorizes Agera to obtain and review information regarding Customer's credit history from credit reporting agencies and the**

**following information from the EDC: consumption history; billing determinants; account number; credit information; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement will constitute authorization for the release of this information to Agera. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice to Agera, or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Customer authorizes Agera to access their historical usage records from their utility. Customer agrees to notify Agera in writing whenever they have reason to believe their demand will depart materially from such historical usage (for example, because of addition or reduction of equipment usage), providing good faith estimates of such departures. In the event that usage indicates another rate class, Agera will notify of and ask Customer to sign a contract for the correct rate class. Customer understands this may result in a change in price.**

**6. Consumer Protections.** In the event of non-payment of any charges owed to Agera, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Delaware Public Service Commission. Customer may contact the DEPSC at: 861 Silver Lake Boulevard Cannon Building, Suite 100 Dover, DE 19904; by Phone at (302) 736-7500, or (800) 282-8574 (In-State), by facsimile at (302) 739-4849; or online at <http://dep.sc.delaware.gov>. Customer may obtain additional information by contacting the Agera by phone at 844-692-4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (hours subject to change); by mail to Agera's Customer Care Team at 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510; or by email at [customer@ageraenergy.com](mailto:customer@ageraenergy.com).

**7. Final Bill.** Customer is liable for all Agera charges until Customer returns to the EDC or goes to another supplier. A final bill will be rendered within 60 days after the final scheduled meter reading. If access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agera as Agent.** Customer hereby designates Agera as agent to: (a) arrange and administer contracts and service agreements between Customer and Agera and those entities, including the PJM regional transmission organization, engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities, including the EDC, for the delivery of electricity to the Delivery Point (described below) and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity to meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Delivery Point(s) for the electricity will be a point at the PJM Agera load bus located outside of the municipality where Customer resides. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title.** Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

**10. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

**11. Force Majeure.** Agera will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

**12. Liability.** The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**13. Dispute Resolution.** In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

**14. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof will lie exclusively in the State of Delaware. This Agreement will be construed under and governed by the laws of the State of Delaware without regard to the application of its conflicts of law principles.

**15. Taxes and Laws.** Except as otherwise provided in the Agreement or by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, will be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

**16. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement, including but not limited to price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing at least 30 days' written notice of such modification to Customer.

**17. Emergency Service.** The EDC will continue to respond to leaks and emergencies. In case of an emergency please contact your EDC.

**18. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**19. Fixed Rate.** Fixed Full Requirements Rates will reflect the price indicated in the Customer Enrollment Information section. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the EDC. The electricity supply price is established in reliance on the existing regulations, laws, rates, charges, capacity and tariff based obligations, and other protocols that are in effect as of the execution date. In the event there are changes to the foregoing that cause additional costs to Agera, Agera shall pass through to Customer, and Customer agrees to be liable for, such additional costs.